

Exhibit B

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16 Attorneys for all Plaintiffs, individually and on
17 behalf of all those similarly situated

18 **UNITED STATES DISTRICT COURT**

19 **NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

20 AARON SENNE, et al., Individually and on
21 Behalf of All Those Similarly Situated;

22 Plaintiffs,

23 vs.

24 OFFICE OF THE COMMISSIONER OF
BASEBALL, an unincorporated association
doing business as MAJOR LEAGUE
25 BASEBALL; et al.;

26 Defendants.

CASE NO. 3:14-cv-00608-JCS

CLASS ACTION

**PLAINTIFFS' FIRST REQUESTS
FOR PRODUCTION OF DOCUMENTS
TO PERSONAL JURISDICTION
DEFENDANTS REGARDING
PERSONAL JURISDICTION AND
VENUE**

Pursuant to Fed. R. Civ. P. 34, Plaintiffs hereby request Atlanta National League Baseball Club, Inc.; Boston Red Sox Baseball Club L.P.; Chicago White Sox, Ltd.; Cleveland Indians Baseball Co., L.P.; Cleveland Indians Baseball Co.; Inc., Detroit Tigers, Inc.; New York Yankees, P'ship; The Phillies; Pittsburgh Associates, LP; Tampa Bay Rays Baseball, Ltd.; Washington Nationals Baseball Club, LLC; Baltimore Orioles L.P.; and Baltimore Orioles, Inc.¹ to produce the following documents in their possession, custody or control within thirty (30) days of the date of this Request:

DEFINITIONS

1. The term "Communication" (or any variant thereof) means any contact between or among two or more Persons, including but not limited to written contact by means such as letters, memoranda, telegrams, telecopies, telexes, e-mail, instant message, or any other Document; the transmittal of information by any means; any oral contact such as face-to-face meetings or telephone conversations; and any writings memorializing such oral contact.

2. The term "Document" or "Documents" means "any designated documents or electronically stored information—including writings, drawings, graphs, charts, photographs, sound recordings, images, and other data or data compilations—stored in any medium from which information can be obtained either directly or, if necessary, after translation by the responding party into a reasonably usable form. Fed. R. Civ. P. 34(a)(1)(A).

3. The term "Identify" with respect to a natural person, shall require You to state the Person's name, residential address, business addresses, title and scope of duties, if applicable.

4. The term "Identify" with respect to corporation, firm, company, sole proprietorship, partnership, joint venture, association, institute, or other business, legal or governmental entity or association shall require you to state its, state of incorporation, the address it maintains for its principal place of business, headquarters, and each of its offices.

¹ These Defendants filed a Motion to Dismiss for Lack of Personal Jurisdiction. A separate set of requests will be sent to those Defendants who did not join the jurisdictional motion.

1 2. All Documents should be produced in the order in which they appear in Your files,
2 organized by source, and should contain a clear indication of where each Document ends and the next
3 begins. Documents that are found in boxes, file folders, bindings, or other containers are to be left
4 intact as kept. Documents maintained in a file folder or binding should be preceded by the file folder
5 or binding label, if one exists, and should contain a clear indication of where the file folder or binding
6 begins and ends. All attachments to a Document should be produced with the Document. Hard copy
7 Documents are to be electronically imaged consistent with the instructions in this paragraph. A
8 unique control number should be affixed to each page.

9 3. If You are unable to comply with a demand for any Document in full, You are
10 requested to specify whether Your inability to comply is because the Document has never existed, has
11 been destroyed, cannot be processed fully due to file corruption or protection by an irretrievable
12 password, has been lost, misplaced or stolen, and/or has never been, or is no longer in Your
13 possession, custody, or control. The statement shall set forth the name and address of any person or
14 organization known or believed by You to have possession, custody, or control of the Document.

15 4. To the fullest extent, each request shall be deemed continuing so as to require further
16 and supplemental production if You receive, discover, become aware of or create additional
17 responsive documents subsequent to the date of Your response to these document requests.

18 5. If You object to or otherwise refuse to comply with any portion of a document
19 request, please (i) state the objection or reason for such refusal, and (ii) provide all information called
20 for by that portion of the document request to which You do not object or which You do not decline
21 to answer as follows:

- 22 a. If You object to a document request on the ground that to respond would
23 constitute an undue burden, then You shall respond as fully as possible
24 without undertaking such asserted undue burden; and
25 b. If You object to any portion of a document request on the ground that it is
26 vague or indefinite, You shall set forth Your good faith understanding of
27 the allegedly vague or indefinite term and shall then respond to the
28 document request based upon that stated understanding

1 6. If You object to any portion of a document request on the ground that it is vague or
 2 indefinite, You shall set forth Your good faith understanding of the allegedly vague or indefinite term
 3 and shall then respond to the document request based upon that stated understanding. If any
 4 Document requested herein is claimed to be privileged or otherwise withheld, in whole or in part,
 5 You must identify each Document and provide the following information:

- 6 a. Identification of the person who created, wrote, or prepared the
- 7 Document and, if applicable, the person to whom the Document (or
- 8 copies of it) was sent;
- 9 b. Date on which the Document was created, written, prepared, and/or
- 10 transmitted;
- 11 c. Description of the nature of the Document (e.g., letter, e-mail,
- 12 memorandum);
- 13 d. Description of the subject matter of the Document;
- 14 e. Number of pages the Document contains; and
- 15 f. Whether the Document is privileged or otherwise withheld, and why the
- 16 Document is privileged or withheld.

17 7. Each request for Documents seeks production of all Documents described along with
 18 any attachments, drafts, and non-identical copies in any language whatsoever, in the possession,
 19 custody, or control of You or Your respective agents or attorneys. You are specifically instructed to
 20 review any storage and archive facilities and the personal files, records, notes, correspondence, daily
 21 calendars, telephone logs, and records of all persons who would likely have responsive Documents.

22 8. Unless otherwise noted, the time period for each request is January 1, 2008, to the
 23 present.

24 **DOCUMENTS AND THINGS TO BE PRODUCED**

25 1. Documents sufficient to Identify any employee or person contracted by You
 26 (including but not limited to corporate officers or directors, owners, general managers, assistant
 27 general managers, special assistants to the general manager, pitching or hitting coordinators, directors
 28 of minor league operations, scouting directors, other coordinators and directors, roving instructors,

1 minor league coaches or managers, area scouts, associate scouts or “bird dogs,” supervisor or regional
2 scouts, cross-checkers, or pro-coverage scouts—either advanced MLB scouts or scouts covering the
3 minor leagues) who (i) lived in California, (ii) worked in California, (iii) traveled to California for Your
4 business, (iv) attended any MLB or MiLB meeting, gathering or event in California, or (v) recruited
5 any baseball player living in California or attending High School, College or Junior College in
6 California

7 2. For each Person Identified in response to Interrogatory No. 2, documents sufficient to
8 Identify any business trips taken to California by any employee or person contracted by You,
9 including, but not limited to, Your owner, officers or directors, general manager, assistant general
10 managers, special assistants to the general manager, pitching or hitting coordinators, directors of
11 minor league operations, scouting director, other coordinators and directors, roving instructors, minor
12 league coaches, or any scout, and:

- 13 a. the reason for each trip,
14 b. the dates and length of each trip,
15 c. the person taking the trip.

16 3. Documents sufficient to Identify each minor league baseball player employed or
17 drafted by you who:

- 18 a. resided in California at or immediately before the time of signing a contract with you;
19 b. played for a California High School, College, or Junior College at the time or
20 immediately before entering minor league baseball; or
21 c. maintained an off-season address in California.

22 4. Each contract, including each Uniform Player Contract or “Addendum C,” signed
23 between You and (i) any Person with a California address, or (ii) any Person who played for a
24 California High School, College, or Junior College at the time of or immediately before contracting
25 with you.

26 5. Communications with any minor leaguer while that minor leaguer was living in
27 California, or who maintained his off-season residence in California, including transmission of any
28 contract or off-season workout, conditioning, or training materials.

1 6. Communications made between You to each potential draftee who was a California
2 resident or played at any High School, College or Junior College in California, including information
3 cards and Communications concerning a career in major league baseball or the merits of the Person's
4 contracting with You (Major League Rule 3(g)).

5 7. Documents sufficient to Identify any Person attending a California College paid for by
6 You under a College Scholarship Plan, including Tuition Allowances or Living Allowances (as those
7 terms are defined in the Major League Rules).

8 8. Communications between You and the Major League Scouting Bureau (which is
9 located in Ontario, California), or any employee of the Major League Scouting Bureau, concerning
10 potential minor leaguers living in California.

11 9. Documents sufficient to show any tryouts held by You of any Person attending High
12 School or living in California. (Major League Rule 3(g)).

13 10. Documents sufficient to show any taxes including but not limited to income taxes,
14 corporate, partnership or LLC taxes, local taxes, franchise taxes, licensing fees, franchise fees, fines,
15 penalties, unemployment insurance, employment training tax, or state disability insurance, You paid to
16 the State of California, either on behalf of yourself or on behalf of an employee.

17 11. Documents sufficient to show revenue paid to You per Revenue Sharing Year or
18 calendar year based on any revenue generated in California or as a result of any activity occurring in
19 California, including revenue from licensing, merchandising, televised baseball games, ticket sales, the
20 Base Plan (Article XXIV of the Basic Agreement), the Revenue Sharing Plan (Article XXIV of the
21 Basic Agreement), the Supplemental Plan (Article XXIV of the Basic Agreement), the
22 Commissioner's Discretionary Fund (Article XXIV of the Basic Agreement), including Your Financial
23 Information Questionnaire Supplementary Information Questionnaire (Article XXIV), Major League
24 Baseball Properties, Inc., or Major League Baseball Advanced Media.

25 12. All game schedules (including preseason and postseason) and media guides for each
26 season of Your major league team and each of Your minor league affiliates.

27 13. A copy of each Uniform Player Contract signed by any first-year player that shows
28 any term of the contract (other than the information in the addenda, such as the personal information

of the draftee, the signing bonus, if any, and college scholarship plan, if any) that You permitted the player to alter or change.

Dated: July 9, 2014

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on this 9th day of July, 2014, a true and accurate copy of the foregoing was served via electronic mail on the following:

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